

**OPERATION AND MAINTENANCE AGREEMENT  
MOUNT PLEASANT WATERSHED  
ANYSTATE**

This Agreement made on **April 30, 2003** is between the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as NRCS, and the following organizations, hereinafter referred to as the Sponsors:

- Anycounty Conservation District
- Moose Hill Water District
- Anytown, Anystate

The Sponsors and NRCS agree to carry out the terms of this agreement for the operation and maintenance (O&M) of the following structures to be installed in the **Mount Pleasant Watershed in Anystate**. These structures are a part of the Mount Pleasant Watershed Plan that was approved April 4, 2000 under the authority of Pubic Law 83-566.

- **Floodwater retarding structure A-4-a;** located on Meadow Brook approximately 5 miles southwest of Anytown.
- **Floodwater retarding and water supply structure A-6-h;** located on Cobb Brook approximately 2 miles northeast of Anytown.
- **Floodwall structure A-1;** located along the Main River in downtown Anytown.

The Sponsors' responsibility for O&M begins when a structure is determined complete by NRCS. This responsibility shall include the replacement of any component of the structures as needed. This O&M Agreement remains in effect for the program life of 100 years from the date the last structure covered by this Agreement is completed, as determined by NRCS. After the expiration of this O&M Agreement, the Sponsors may still continue to be liable until the structures are removed or modified to eliminate potential hazards.

**General**

A. The Sponsors shall:

- (1) Complete all maintenance, repair, or replacement activities within a reasonable time after the identification of such need;
- (2) Obtain prior NRCS approval of all plans, designs, and specifications for any planned alteration to the structures;
- (3) Be responsible for the replacement of structure components that have a design life of less duration than the program life of the structure as specified in the O&M Plan;
- (4) Prohibit the installation of any structure or facility that will interfere with the operation or maintenance of the structures;
- (5) Notify NRCS of any proposed agreement with other parties for the operation or maintenance of all or any part of the structures, and provide NRCS with a copy of the executed agreement. Such agreements will not negate the sponsors' responsibilities as stated in this agreement;
- (6) Comply with the property management standards set forth in the NRCS Contracts, Grants, and Cooperative Agreements Manual, the National Watershed Manual, and all applicable Federal, State, local, and tribal laws and regulations.

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- (7) Provide NRCS personnel or its agents the right of free access to the structure sites at any reasonable time for the purpose of carrying out the terms of the agreement;
- (8) Comply with Federal, State, local, and tribal laws and regulations in the operation and maintenance of the structures; and
- (9) Consider air and water quality, sediment control, and other environmental concerns in the operation and maintenance of the structures.

### B. Anytown, Anystate shall:

- (1) Be responsible for inspecting, operating and performing, or having performed, all operation, maintenance, and replacement activities associated with floodwater retarding structure A-4-a and floodwall structure A-1 and their components, as described in the O&M Plans;
- (2) Assure that an Emergency Action Plan is prepared prior to construction of floodwater retarding structure A-4-a and that the plan is reviewed and updated annually;
- (3) Establish an escrow account for operation, maintenance, and replacement of structures/components.

### C. Moose Hill Water District shall:

- (1) Be responsible for inspecting, operating and performing, or having performed, all operation, maintenance, and replacement activities associated with floodwater retarding and water supply structure A-6-h and its components, as described in the O&M Plan;
- (2) Assure that an Emergency Action Plan is prepared prior to construction of floodwater retarding and water supply structure A-6-h and that the plan is reviewed and updated annually; and
- (3) Establish an escrow account for operation, maintenance, and replacement of structures/components.

### D. The NRCS shall:

Upon request of the sponsor(s), and to the extent that its resources permit, provide consultative assistance in the operation, maintenance, and replacement of structures.

## Operation and Maintenance Plan

An O&M Plan for floodwater retarding and water supply structure A-6-h is attached to and is incorporated as part of this agreement. An amendment to this agreement incorporating the O&M Plans for flood water retarding structure A-4-a and floodwall structure A-1 will be prepared prior to execution of fund obligating documents.

## Inspections and Reports

The Sponsor shall inspect the structures as specified in the O&M Plans.

NRCS may inspect the structures at any reasonable time during the period covered by this agreement. At the discretion of the State Conservationist, NRCS personnel may assist the Sponsor while conducting the inspections.

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The Sponsor responsible for conducting the inspections shall prepare a written report of each inspection and provide a copy to the NRCS District Conservationist within 30 days from the date the inspection was conducted. The report shall include the following:

- Date(s) of inspection;
- Names of inspectors and participants.
- Features of the practice that were inspected;
- Description of conditions observed;
- Maintenance work required; and
- Planned maintenance work schedule.

Any unusual circumstances observed between annual inspections shall be reported immediately to the local NRCS District Conservationist.

### **Records**

The Sponsor responsible for O&M of specific structures shall retain a record of all inspections and O&M performed including, costs and completion dates. Records shall be made available to NRCS upon request.

### **Financial Plan**

The following are anticipated average annual costs for O&M and the method of financing that the sponsors will use to obtain funds. The O&M Plan for each structure will contain individual component costs, along with an amount to be placed into an escrow account to be used for O&M activities. All costs will be updated at least once every 5 years to account for inflation using the Bureau of Reclamation's Water Resources Construction Cost Index, and to adjust the amount to be added to the escrow account.

**Floodwater retarding structure no. A-4-a - \$3,500/year – financed through local property taxes on all classes of property in Anytown, Anystate.**

**Floodwater retarding and water supply structure no. A-6-h - \$4,500/year – financed by the Moose Hill Water district through assessments made to its water users.**

**Floodwall structure no. A-1 - \$ 2,000/year - financed through local property taxes on all classes of property in Anytown, Anystate.**

### **Violations**

This O&M Agreement is a legally binding contract which shall be enforced as necessary to protect the interests of the government and the general public.

If NRCS determines that the sponsor(s) fail to comply with the provisions of the O&M Agreement and O&M Plan(s), the sponsor(s) will reimburse the Federal government for the financial assistance provided by NRCS, and the appropriate portions of USDA financial assistance provided for other practices that will be adversely affected by the violation. The Federal government shall have the right to take any further actions it deems necessary.

### **Review and Revision of this Agreement**

This agreement and associated O&M Plans shall be reviewed at least once every 5 years by the sponsors and NRCS. This O&M Agreement and associated O&M Plans may be revised by mutual consent of both the sponsors and NRCS.

#### **Anycounty Conservation District**

By: **/s/ Fred Smith** Title: **Chairman**

This action was authorized at an official meeting of the Sponsor named  
immediately above on

Date: **April 5, 2003** Location: **Anytown, Anystate**  
Attest: **/s/ Mary Wright** Title: **Secretary**

#### **Moose Hill Water District**

By: **/s/ Janice Jones** Title: **Director**

This action was authorized at an official meeting of the Sponsor named  
immediately above on

Date: **April 11, 2003** Location: **Anytown, Anystate**  
Attest: **/s/ Paula Davis** Title: **Treasurer**

#### **Anytown, Anystate**

By: **/s/ Henry Parsons** Title: **Mayor**

This action was authorized at an official meeting of the Sponsor named  
immediately above on

Date: **April 21, 2003** Location: **Anytown, Anystate**  
Attest: **/s/ Ethel Crane** Title: **Executive Secretary**

#### **USDA, Natural Resources Conservation Service**

By: **/s/ Elizabeth Jeffrey** Title: **State Conservationist**